

Alta California Regional Center
RESOURCE DEVELOPMENT POLICY

Board Approved: November 18, 2010
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Effective Date: November 18, 2021
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Alta California Regional Center (ACRC) desires to develop resources to serve its clients. All funds utilized for the development or start-up of services and supports must be necessary for the establishment of new resources for the direct benefit of ACRC clients.

Insurance Requirements

ACRC seeks to reach industry standards and best practices related to insurance coverage policies to protect the vendors' interests; as well as the interests of ACRC and the individuals ACRC serves. In order to transact business with ACRC, vendors must satisfy the insurance requirements noted in ACRC's Vendor Insurance Requirement Listing and provide verification of coverage. Each vendor shall, at its own expense, carry and maintain the required minimum insurance to fully protect both the vendor and ACRC from all liability, losses, claims, demands, damages, judgements, legal expenses, and/or costs of any nature for arising out of the performance of vendor's ongoing operations.

Mutual Indemnification

ACRC requires mutual indemnification language be added to all new and existing service provider contracts and agreements. This allows ACRC to manage risk, protect public funds, comply with statutory obligations, and ensure service providers are legally and financially accountable for their actions, including emerging risks associated with technology and data use. See attached proposed contract language.

Request for Proposal

It is the policy of ACRC to require a Request for Proposal (RFP) for all development of resources* with an estimated annual expenditure in excess of \$350,000 as well as for any project where StartUp Funds will be provided by ACRC. ACRC may also require an RFP for resource development where the estimated annual expenditure is less than \$350,000 if, in the discretion of the Executive Director or designee, determine that the use of an RFP will result in the creation of better resources for clients.

ACRC may use POS funds as Start-Up for developing new community resources to protect the clients' health and safety or because of other extraordinary circumstances, and the Department of Developmental Services (DDS) has granted prior written authorization.

All start-up funds shall be supported by a contract that shall include, but is not limited to the following:

- sufficient detail and measurable performance expectations and results
- disbursement requirements

- maintenance of accounting records
- language on a fair and equitable recovery of start-up funds should the provider cease to provide services to clients within a specified period of time

ACRC will issue Requests for Proposal (RFP) based upon the need for services and supports as assessed by the Regional Center. The RFPs will:

- be posted on the website
- provide instructions for the process, including timelines, submissions, evaluation, and selection
- specifications for the disbursement of start-up monies
- instructions to the provider to maintain accounting and other records to document the use of these monies

* Community Resource Development Plan (CRDP) – Multi-Family Housing development proposals

- No RFP will be required when start-up funding for multi-family housing development is available through the CRDP.
 - Pursuant to California Welfare and Institutions Code Sections 4418.25 and 4679, regional center requests to DDS for CRDP multi-family housing funding must result from a need identified by the CRDP stakeholder process. Awards for multi-family housing development proposals may only be for those entities identified in ACRC's CRDP request to DDS and approved by DDS.
- Prior to submission to DDS, the proposed multi-family housing development will be presented to the board of directors for their review.

Exceptions to the policy:

Exceptions must be approved by the Executive Director and will only be granted in extraordinary circumstances and must be in accordance with all applicable laws and regulations.

Enclosure: ACRC's Vendor Insurance Requirement Listing, Contract Indemnification Language

Alta California's Regional Center's Vendor Insurance Requirement Listing

Coverage	Requirement	Details/Values
General Liability	Each Occurrence General Aggregate Limit *Coverage for abuse, molestation, harassment, shall not be excluded or must be maintained through a separate equivalent policy. Malpractice coverage shall not be excluded or must be maintained through a separate equivalent policy if exposure exists related to licensed medical services.	\$1,000,000 \$3,000,000
Auto Liability	Combined single limit	\$1,000,000
Professional Liability	Each Occurrence General Aggregate Limit *Coverage for abuse, molestation, harassment, shall not be excluded or must be maintained through a separate equivalent policy. Malpractice coverage shall not be excluded or must be maintained through a separate equivalent policy if exposure exists related to licensed medical services.	\$1,000,000 \$3,000,000
Workers Compensation & Employers Liability	Each Occurrence Each Employee Limit	\$1,000,000 \$1,000,000

Other Certificate of Insurance (COI) Requirements:	
Additional Insured Entities noted on policy:	Alta California Regional Center
Please send Insurance Certificates to:	<u>Mailing Address:</u> Alta California Regional Center ATTN: Community Services Department 4151 E Commerce Way Suite 100 Sacramento, CA 95834 <u>Email:</u> vendorization@altaregional.org

Covering Service Codes:

All service codes excluding service code 895

Alta California's Regional Center's Vendor Insurance Requirement Listing - 895

Coverage	Requirement	Details/Values
General Liability	Each Occurrence General Aggregate Limit *Coverage for abuse, molestation, harassment, shall not be excluded or must be maintained through a separate equivalent policy. Malpractice coverage shall not be excluded or must be maintained through a separate equivalent policy if exposure exists related to licensed medical services.	\$3,000,000 \$5,000,000
Auto Liability	Combined single limit	\$5,000,000
Professional Liability	Each Occurrence General Aggregate Limit *Coverage for abuse, molestation, harassment, shall not be excluded or must be maintained through a separate equivalent policy. Malpractice coverage shall not be excluded or must be maintained through a separate equivalent policy if exposure exists related to licensed medical services.	\$3,000,000 \$5,000,000
Workers Compensation & Employers Liability	Each Occurrence Each Employee Limit	\$1,000,000 \$1,000,000

Other Certificate of Insurance (COI) Requirements:

Additional Insured Entities noted on policy:	Alta California Regional Center
Please send Insurance Certificates to:	<u>Mailing Address:</u> Alta California Regional Center ATTN: Community Services Department 4151 E Commerce Way Suite 100 Sacramento, CA 95834 <u>Email:</u> vendorization@altaregional.org

Alta California Regional Center Additional Contractual Requirements

Indemnification

1.01 Contractor's Indemnity.

A. Contractor agrees to indemnify, defend, and hold harmless Regional Center and its respective officers, directors, agents, and employees, past and present (collectively, the "Regional Center Indemnitees") against any and all third-party claims, demands, actions, causes of action, liabilities, losses, damages, judgments, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees and costs of investigation) (collectively, "Losses") incurred by Regional Center Indemnitees arising from or related to:

(a) Any actual or alleged personal injury, bodily injury, sickness, disease, death, or damage to, loss of, or loss of use of property sustained by any person, or entity, arising out of or resulting from any negligent act or omission, recklessness, or willful misconduct of Contractor or any of its employees, agents, representatives, or subcontractors in connection with this Agreement; and

(b) Claims under workers' compensation laws or other employee benefit laws by Contractor's employees to the extent arising out of Contractor's employment obligations; and

(c) Contractor's failure to fulfill its obligations under this Agreement, including Contractor's breach of any representations or covenants given in this Agreement; and

(d) Any actual or alleged violation of any local, state, or federal law, regulation or code by Contractor or by any of Contractor's employees, agents, representatives, or subcontractors in connection with the performance of services in connection with this Agreement.

B. Regional Center shall give Contractor reasonably prompt written notice of the existence of any third-party claim, demand or other matter to which Contractor's indemnification obligations may apply; provided that any failure or delay in giving notice shall not relieve Contractor of its obligations except to the extent Contractor is materially prejudiced by such failure or delay. Contractor at its own expense and risk, shall immediately defend any action, legal proceeding, arbitration, mediation proceeding, claim or demand brought or threatened against any Regional Center Indemnitee to the extent the allegations, if true, would give rise to Contractor's indemnification obligations under this Section (a "Covered Claim"). Contractor's duty to defend arises upon tender and applied regardless of whether liability has been finally adjudicated. Contractor shall pay defense costs incurred and shall reimburse any Regional Center Indemnitee for reasonable defense costs incurred before tender or while Contractor fails to assume or diligently conduct the defense. Contractor may assume and control the defense of a Covered Claim only with counsel reasonably satisfactory to Regional Center, not to be unreasonably withheld, conditioned or delayed. Regional Center must reasonably cooperate, provide non-privileged or confidential documents, and make personnel available at Contractor's expense. The Regional Center Indemnitees need not have first paid any such Covered claim in order to be so indemnified. Contractor shall pay and satisfy any settlement approved by Regional Center, or any judgment rendered against the Regional Center Indemnitees or any of them arising from a Covered Claim; provided, however, Contractor shall have no duty to indemnify or defend a particular Regional Center Indemnitee to the extent Losses are finally determined by a Court of competent jurisdiction to have been caused by the sole negligence, fraud or willful misconduct of that Regional Center Indemnitee.

C. Contractor shall not settle or compromise any Covered Claim for which it is providing a defense in whole or in part, without the Regional Center Indemnitee's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The Regional Center Indemnitee may participate in the defense and settlement of the Covered Claim with counsel of its choosing at Contractor's expense in the limited instances in which separate counsel is required due to a conflict, or otherwise at its own expense.

1.02. Regional Center's Indemnity.

A. Regional Center agrees to indemnify, defend, and hold harmless Contractor and its respective directors, officers, agents and employees, past and present (collectively, the "Contractor Indemnitees") against third-party Losses incurred by Contractor Indemnities solely arising from or related to:

(a) Any personal injury or property damage sustained by any person, or entity, to the extent caused by or resulting from the sole negligence, gross negligence, fraud or willful misconduct of Regional Center in connection with its performance under this Agreement; and

(b) Regional Center's failure to fulfill its obligations under this Agreement, including Regional Center's breach of any representations or covenants given in this Agreement; and

(c) A material violation of any local, state, or federal law, regulation or code by Regional Center or by any of Regional Center's employees, agents, or subcontractors in connection with its performance in connection with this Agreement, but only to the extent such violation is finally determined by a court or government authority of competent jurisdiction in a final, non-appealable order and the Losses arise from such violation.

B. Contractor shall give Regional Center reasonably prompt written notice of the existence of any third-party claim, demand or other matter to which Regional Center's indemnification obligations may apply; provided that any failure or delay in giving notice shall not relieve Regional Center of its obligations except to the extent Regional Center is materially prejudiced by such failure or delay. Regional Center at its own expense and risk, shall immediately defend any action, legal proceeding, arbitration, mediation proceeding, claim or demand brought or threatened against any Contractor Indemnitee to the extent the allegations, if true, would give rise to Regional Center's indemnification obligations under this Section (a "Covered Claim"). Regional Center's duty shall pay defense costs incurred and shall reimburse any Contractor Indemnitee for reasonable defense costs incurred before tender or while Regional Center fails to assume or diligently conduct the defense. Regional Center shall have the right to assume and control the defense of any Covered Claim with counsel reasonably satisfactory to Contractor, not to be unreasonably withheld, conditioned or delayed. Contractor must reasonably cooperate, provide non-privileged or confidential documents, and make personnel available at Regional Center's expense. Contractor Indemnities need not have first paid any such Covered Claim in order to be so indemnified. Regional Center shall also pay and satisfy any settlement approved by Contractor, or any judgment which may be rendered against Contractor Indemnities or any of them arising from a Covered Claim; provided, however, Regional Center shall have no duty to indemnify or defend any particular Contractor Indemnitee to the extent Losses are finally determined by a Court of competent jurisdiction to have been caused by the sole negligence, fraud or willful misconduct of Regional Center or its officers, agents, or employees.

C. Regional Center shall not settle or compromise any Covered Claim for which it is providing a defense (in whole or in part) without the Contractor Indemnitee's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The Contractor Indemnitee may participate in the defense and settlement of the Covered Claim with counsel of its choosing at Regional Center's expense only in the limited instances in which separate counsel is required due to a conflict, or otherwise at its own expense.

1.03. Survival. The indemnities set forth in this Section shall apply during the term of this Agreement and shall also survive the expiration, rescission, or termination of this Agreement, until such time as action against the Regional Center Indemnities and Contractor Indemnities on account of any matter covered by each such indemnity is barred by the applicable statute of limitations.